

**Form of Tender**  
**for**  
**The development of the Knowledge Hub portal website and the operation management system under**  
**the Gerontechnology Platform**  
**for The Hong Kong Council of Social Service - Innovation and Technology for Ageing**  
**and Partner Organizations**

Name : The Hong Kong Council of Social Service (hereinafter referred to as "HKCSS") - Innovation and Technology for Ageing (hereinafter referred to as "ITA")

Address: 13/F Duke of Windsor Social Service Building, 15 Hennessy Rd, Wanchai, HK

Tender Closing Date and Time : 7 May 2021, 12:00 noon (Hong Kong Standard Time)

**Offer to be Bound**

1. It is acknowledged that I/We, the undersigned/the legal entity hereunder mentioned do hereby agree to supply all or any portion of the items and services specified in the Tender Document provided by HKCSS - ITA at the prices quoted therein against all orders placed during the Contract Period, subject to and in accordance with the Tender's Terms and Conditions provided by HKCSS - ITA of Invitation To Tender, the general conditions of contract and (if any) the Special Conditions of Contract herein unless otherwise counter-proposed in the Supplier's Proposal and negotiations (if any) consequently thereon.
2. I/We, hereby warrant that the sale and/or supply of the items or services or any of them by me/us will not infringe any patent.
3. This tender is submitted with the authority and on behalf of (insert name of Company)

\_\_\_\_\_

whose registered office is situated at

\_\_\_\_\_

4. The number of my/our Company's Business Registration Certificate is \_\_\_\_\_ which is still valid until \_\_\_\_\_
5. My/our answer to Clause 10.8, Conflict of Interest, of Terms and Conditions of Invitation To Tender is \_\_\_\_\_  
(Please indicate YES or NONE, if YES, please give details below.)  
Name \_\_\_\_\_ Identity Card No. \_\_\_\_\_ Relationship \_\_\_\_\_
6. Name and designation of person signing :  
Name in Block Letter : \_\_\_\_\_  
Designation : \_\_\_\_\_

<b>Authorized Signature :</b>  Date : Tel No. :                      FAX No. :	<b>Company Chop</b>
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## **1. Overview**

the SIE Fund has appointed a collaborative coalition of ten organizations led by The Hong Kong Council of Social Service (HKCSS) as an intermediary to design, develop and operate an inclusive one-stop Gerontechnology Platform (GP). The Platform is to link up different stakeholders on the supply and demand sides and enhance synergy by way of engagement, cross-sector partnership and collaboration, with the aim of fostering the development and application of gerontechnology to enhance the well-being, quality of life, independence and self-reliance of the elderly as well as provide support to their families, caregivers, healthcare staff and institutions, particularly under the "new normal".

As one of the basic functions of the GP, an online repository of different resources to facilitate access and sharing of information, namely the Knowledge Hub (KH), and system to support the operation of KH and other functions of the GP will be developed. The KH and computer system should maintain 3 years of operation and 3 years of post-operation maintenance.

## **2. The System**

Suppliers please refer to the Attachment(s) for the requirements of the system and other relevant details.

## **3. Risk Management**

The System will quickly evolve into integral mission-critical components of the operation of HKCSS - ITA and the partner organizations. Suppliers must consider risk management seriously to make adequate and justifiable proposals in this connection. Suppliers' proposals must at least cover the following areas:

1. Transaction Data Backup
  - Suppliers are to propose an effective method for performing the hot backup, i.e. doing the data backup without shutting down the services of the system.
  - The approach, including the media tool, frequency and retention period, is to be proposed
2. System Backup
  - Suppliers are to propose how to recover a crashed System with the proposed method for hot backup in the most effective manner as stated in contingency handling.
3. Resilience
  - The approach, required equipment and how they should be configured are to be proposed.
  - The System, in their entirety, must minimize the degree of single points of failure to stop them from service outage.
4. Security

- Suppliers are to propose any effective means for the system security, possibly including data encryption, user authentication, etc., to protect against unauthorized access to the Computer System, transmitting and the stored information.
- Suppliers are to propose an effective and appropriate anti-virus, malicious attempts (e.g. DDoS attack) and ransom protection mechanism.

#### 5. Contingency

- Suppliers must supply alternative (manual) operation procedures so that in any unfortunate events of system failure, HKCSS - ITA could adopt the alternative procedures to continue its business.
- Suppliers must also detail the approach for recovering the System in case of failure. The maximum downtime to be expected must be specified.
- Clearly documented procedures, guidelines and training must be included as part of the project deliverables.
- HKCSS - ITA may request the Suppliers to demonstrate that their proposed approach works as expected by performing a recovery drill.

#### 6. Personal Data Handling

- HKCSS - ITA respects personal data privacy seriously. Suppliers must demonstrate their proposed solutions have adequately taken care of the relevant requirements in this connection, with reference to the Personal Data (Privacy) Ordinance.

The objectives of all the measures requested in this Section are to ensure business continuity and at the same time, to prevent unauthorized access to privileged information. Suppliers are to propose justifiable, cost-effective approaches that would prevent system mal-functioning and minimize business disruption in case the System do fail. Control of access to information maintained in the System should not be compromised. Only authorized personnel would be allowed to access the information they are granted the privileges.

Suppliers are to design the relevant procedures, provide the documentation describing the approaches, train HKCSS - ITA and most important of all, ensure that their proposed approaches can actually achieve the purpose.

### 4. VPN Firewall Service

HKCSS - ITA has planned to establish both Site-to-Site Virtual Private Network (VPN) and Remote SSL Virtual Private Network (VPN) which connects the networks of GPKH, Hong Kong Science & Technology Parks Corporation (HKSTP) and Hong Kong Productivity Council (HKPC) to the provider of Cloud Solution. Suppliers should design their proposed solutions with due consideration to this.

Suppliers must also spell out explicitly the requirement on the site-to site VPN and remote SSL VPN, so that their proposed solutions would be able to operate smoothly as expected.

## **5. User Training and Documentation**

Adequate user training sessions should be provided to all relevant users in the HKCSS - ITA and the project partners to help them master the required skills in using the proposed System.

Suppliers must provide relevant manuals specific to the context of GPKH for the training. The documents should include at least the (a) User Manual, and (b) System Administration Manual, and should be in editable format, i.e. Microsoft Word.

These documents should be updated whenever the details have been modified due to changes to the System or the associated operation procedures.

## **6. Project Monitoring**

Suppliers must adopt a well-recognized and generally-accepted project management methodology for managing the Projects so as to ensure that the Projects would be delivered successfully. Appropriate, regular and effective reporting to the Project Steering Committee is expected. Details of all such control measures are to be fine-tuned and agreed at the project initiation stage which are based on the Supplier's proposal.

The project management methodology should emphasize on how the Suppliers would manage deviations from agreed project plans. Proper project monitoring is to ensure that the proposed System would be implemented within the project budgets with reasonable quality in the pre-defined timeframe.

All major project variations must be pre-approved mutually between the Supplier and HKCSS - ITA or else it would be solely the responsibility of the Supplier to rectify the situation at its costs.

## **7. Project Evaluation**

The Supplier is expected to submit project completion/evaluation report when the Project completes. Evaluation of the Project will involve whether the Project is delivered on time, whether all the spelt-out requirements have been met, whether the project costs have been managed properly, and whether the project objectives have been met, etc.

More importantly, the evaluation report should recommend positive ways to raise further the effectiveness in using the System and lessons learnt during the implementation of the System.

## **8. System Support and Maintenance**

Suppliers are to make proposals regarding long-term system support and system maintenance. Although such services are to be handled separately from this Tender, the offers would be marked and counted during the evaluation of this Tender. HKCSS - ITA reserves the rights to subscribe to the service in this connection with the terms and conditions as described by the Suppliers after the implementation finished and project closed.

Specific service items include but not limited to:-

1. Access to helpdesk during office hours for general enquiries and assistance. Response time of calls and other service level should be specified.
2. Bug-fixing.
3. Free version upgrade and installation of bug-fixing patches, and the corresponding documentation.
4. Refreshment courses on how to use the System.
5. Offers regarding out-scope services.

## **9. Free Warranty Period**

The Suppliers must offer not less than 12 calendar months free warranty period from the date of project completion, i.e. end of system nursing, with the service content as described in Section 8 above.

## **10. Terms and Conditions**

### **10.1. Preparation of Tender**

The Tender requirements issued with this Invitation to Tender must not be altered by the Suppliers for any reasons.

Tenders are to be completed by the Suppliers in ink or typescript.

Tenders may not be considered if any particulars and data asked for in the Tender Requirements, or in the follow-up clarification of the details described in the Tenders, are not furnished in full, rendering it impossible for evaluating the submitted responses.

Quotation Breakdown and Implementation Plan in Section 11 must be included in the Suppliers' Proposals.

HKCSS - ITA may not consider any received proposals if any of the above is not met satisfactorily and HKCSS - ITA is not obliged to explain to the concerned Supplier of such decision.

## **10.2. Validity**

Tenders shall remain open for acceptance by HKCSS - ITA for a period of not less than 90 calendar days after the Tender Closing Date.

## **10.3. Outsourcing**

Outsourcing is only allowed with the prior consent of HKCSS - ITA

In any case, the Supplier remains solely responsible for the delivery of the awarded Tender.

## **10.4. The Project Team**

Suppliers must submit the resumes of their major project team members for reference.

Suppliers are to propose their project team structure, with an estimate of how much resources, of various seniority and position, would be committed to the Project. Suppliers must ensure that it will be a relatively stable structure throughout the project duration. HKCSS - ITA will not be responsible for any resources required due to staff turnover in the Supplier's project team.

HKCSS - ITA reserves the rights to request for changing any member in the Supplier's project team, without the need to give any explicit reason.

The resource plan is for reference only. Suppliers would be responsible for monitoring their own resources to deliver all the agreed project deliverables.

## **10.5. Customer and Project Reference**

Suppliers should provide information of reference projects in their Proposals, with their customers' consent on releasing the relevant information and being contacted by HKCSS - ITA, and arrange site visits within a reasonable timeframe and free-of-charge, if requested by HKCSS - ITA

## **10.6. Interview**

Suppliers must attend the interviews requested by HKCSS - ITA in the tendering process, demonstration and/or presentation of their Proposals may be required at the expenses of the Suppliers.

Supplier interview will be conducted in May 2021, but the timetable may be revised according to actual needs. The detailed arrangement will be announced later.

## **10.7. Consideration of Offers**

HKCSS - ITA reserves the rights to accept all or any part of any Tender within the valid period of Supplier's Proposal during which the Tender remains open.



HKCSS - ITA is not bound to accept the lowest bid and it reserves the right not to award a contract at all if no suitable Tender has been received.

An evaluation process will be conducted with the objective to assess the Proposals in their overall value/impact to HKCSS - ITA, total costs of implementing the System and subsequently using the System, the quality of the System and the practicality in successfully implementing the System, etc.

Proposals will be evaluated with the following criteria:

Evaluation Criteria		Section	%
1	Fulfilment of Requirements	Compliance - Functional	45
		Reporting - Report List	
2	System Design and Features	Reporting - Reporting Tool	
3	Technology Applied and Expansion Flexibility	Risk Management (will request to include security risk assessment and audit contingency plan or disaster recovery plan)	
4	Implementation and Delivery Schedule	Data Migration	
		Documentation and Deliverables	
		Project Management Methodology	
		Project Schedule	
5	Development and Implementation Cost	Quotation Breakdown	35
		Free Warranty Period	
6	Recurrent Maintenance and Management costs	System Support and Maintenance - Fee	10
7	On-going Service Terms	System Support and Maintenance - Service Scope	
8	Reference and Past Experience, Company Profile	Reference Projects	10
		Company Profile & Resume of Major Project Team Members	
9	Value-added Features		
			<u>100</u>

#### **10.8. Conflict of Interest**

The Suppliers should state in the "Offer to be Bound" Section if any member of HKCSS and HKCSS's agent in this project has any financial or other interests in the Suppliers' companies either directly or indirectly through members of his immediate family.

#### **10.9. Registration of Tenderer**

HKCSS will not enter into a contractual relationship with a Supplier unless the Supplier, at the time of submitting the Tender, is a company registered in Hong Kong under the Companies Ordinance or a business registered under the Business Registration Ordinance or a company registered under the law of the Supplier's country/region.

#### **10.10. Cancellation of Tender**

Without prejudice to HKCSS's rights to cancel the Tender, where there are changes of requirements after the Tender Closing Date for operational or whatever reasons, HKCSS is not bound to accept any conforming Tender and it reserves the rights to cancel the Tender.

#### **10.11. Acceptance of Tender**

The awarded Supplier will receive a fax or letter of acceptance, duly signed by an authorized representative of HKCSS, as the official notification. The fax or letter of acceptance shall constitute a binding contract with reference to the Tender Requirements and Supplier's Proposal.

#### **10.12. Payment**

All prices shall be quoted in Hong Kong Dollars and HKCSS ITA will settle payments with the awarded Supplier in Hong Kong Dollars.

#### **10.13. Bankruptcy**

HKCSS - ITA may at any time by notice in writing terminate the Contract without entitling the awarded Supplier to any compensation in any of the following events:

1. If the Supplier shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of its estate made against it, or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purports so to do; or
2. If the Supplier, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any rights or action or remedy which shall have accrued or shall accrue thereafter to HKCSS - ITA.

#### **10.14. Penalty Clause**

If for any reasons the Project experiences slippage of more than two (2) calendar months against the project plan to be agreed and confirmed at the initial stage of the Project and upon HKCSS - ITA 's request to the Supplier for immediate remedial planning and actions, the Supplier fails to produce a reasonable and practical plan, HKCSS - ITA would be entitled to terminate the Contract with immediate effect. Upon such termination, HKCSS - ITA reserves the rights to recover from the Supplier the amount of all damages and loss suffered by HKCSS - ITA resulting from such termination. The Supplier should also refund to HKCSS - ITA all moneys previously paid to HKCSS - ITA under this Contract.

#### **10.15. Tender Rigging**

No tender rigging is allowed. HKCSS reserves the rights for not considering the Supplier or terminate the Contract (without any compensation to the Supplier) if such activities are identified at any time.

#### **10.16. Intellectual Property Rights**

HKCSS will own the data, business logic, system design, tailor/customized program source code and all relevant documents. A copy of executable program(s) should be provided for KH 's use, including the existing and future participating organizations, without limit.

The Supplier hereby warrants that the items or services supplied under this Contract and the process for its manufacture or development do not infringe the Intellectual Property Rights of any third party.

The Supplier hereby undertakes to inform HKCSS - ITA immediately if any claim for infringement or alleged infringement of Intellectual Property Rights is lodged against it during the currency of this Contract in respect of the items or services supplied under this Contract.

The Supplier shall indemnify HKCSS - ITA and keep HKCSS - ITA fully and effectively indemnified against all claims, actions, proceedings, liabilities, losses, damages, demands, charges, costs and expenses of whatsoever nature arising from or incurred by reason of infringement or alleged infringement of any Intellectual Property Rights in connection with the use or possession of the items or services or any part thereof by HKCSS - ITA.

#### **10.17. Arbitration and Governing Law**

All disputes, differences or questions arise between HKCSS - ITA and the awarded Supplier as to the performance of the Contract or as to any matter arising out of the Contract or in any way connected therewith shall be subject to and construed in accordance with the laws of Hong Kong and subject to the jurisdiction of

the courts of Hong Kong.

#### **10.18. Confidentiality**

Both parties (i.e., The Supplier and HKCSS) and their respective staff, agents, subcontractors will keep in confidence and not disclose to any third party any information, related affairs or businesses arising out of or in connection with this Project other than disclosure to those persons to whom it is necessary to supply such information for the proper performance of their obligations in this Project. The relevant party shall impose the same obligations of confidentiality on its staff, agents, subcontractors and ensure they comply with such obligations.

Both parties (i.e. The Supplier and HKCSS) will establish and maintain relevant security measures and procedures as are practical and adequate to provide for the safe custody of the information within the scope of this Clause in their possession and to prevent unauthorized access/transfer thereto or use thereof.

In anticipation of any potential cases of conflict of interest, the Supplier shall provide a brief account to HKCSS - ITA of the situation immediately. The Supplier and HKCSS - ITA shall then agree a mutually acceptable approach for handling the situation.

If either party suspects or finds that the security or confidentiality of the information within the scope of this Agreement is or will be compromised or breached, the party shall immediately notify the other party and take all reasonable steps to rectify the situation, to ensure and protect such security or confidentiality.

These obligations of confidentiality shall survive without any limitation of time.

Nothing contained above shall apply to prevent the Supplier or HKCSS - ITA and the project partners from disclosing any information:

1. previously in its possession and has the full rights to disclose; or
2. which is or later becomes public knowledge other than by breach of this Agreement; or
3. which it may independently develop; or
4. received from a third party who has the full rights to disclose; or
5. which it is compelled to disclose by applicable law, rules or regulations or directions of the Government or any supervisory authority exercising control over it.

#### **10.19. Anti-collusion**

The Tenderer shall not communicate to any person other than the Employer the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the Tenderer is notified by the Employer of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the

Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate his tender.

The above sub-clause of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of tender submission.

## 11. Schedules

Suppliers are to supply all the required information, in particular Quotation Breakdown, in the Attachment(s) as requested.

<b>Authorized Signature :</b>  Date :  Tel No. :                      FAX No. :	<b>Company Chop</b>
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